



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

ROGER A. NOBACK
VICE PRESIDENT - LAW

9-116A160

Date APR 26 1979

April 25, 1979

Fee \$ 100.00

ICC Washington, D. C.

RECORDATION NO. 9927 Filed 1425

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RE: Section 11303 Filing: Supplementary Rider No. dated as of March 1, 1979, ("Lease") to Car Leasing Agreement 6960 between North American Car Corporation ("Lessor") and Peavey Company ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, 730 Second Avenue, South, Minneapolis, Minnesota 55402 and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the Lease and the Assignment of Leases.

Charles E. Brown

RECEIVED
APR 26 3 17 PM '79
FEE OPERATION BR.
I.C.C.
G

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
April 25, 1979
Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Peavey Company, *to be enclosed for this case.*

If you have any questions, please contact me.

Very truly yours,



RAN/dak
enclosure

Interstate Commerce Commission
Washington, D.C. 20423

4/26/79

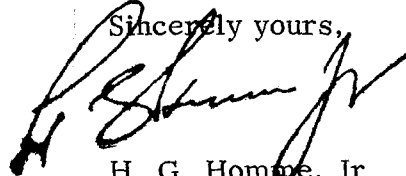
OFFICE OF THE SECRETARY

Roger A Noback
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/26/79 at 3:20pm, and assigned recordation number(s). 9927-G, 9927-H, 9927-I

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

C E R T I F I C A T E

RECORDATION NO. 9937-19 Filed 1425

APR 26 1979 - 3 20 PM

I hereby certify that I have compared this cer-
tified, true copy of Rider No. 21 to Car Leasing Agreement
6960 between North American Car Corporation and Peavey
Company dated March 1, 1979, to the original of such Rider
and that this copy is a true and correct copy in all respects.

(SEAL)

Doris M. Helchard

My Commission Expires 5-6-87.

File copy for acc.

RIDER NO. 21
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 6960

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Twenty-five (25)	4,750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 480330 thru 480347; 481143 thru 481149)	\$425.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

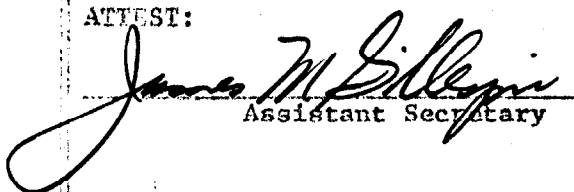
For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

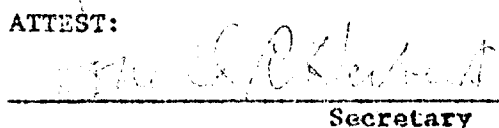
The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this First day of March, 1979.

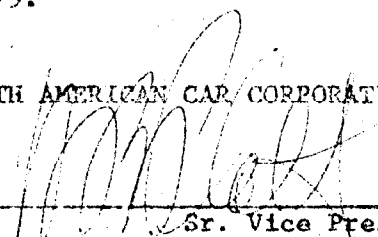
ATTEST:


Assistant Secretary

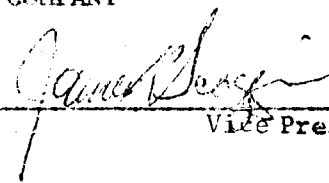
ATTEST:


Secretary

NORTH AMERICAN CAR CORPORATION

By 
Sr. Vice President

PEAVEY COMPANY

By 
Vice President

CAR LEASING AGREEMENT 6960
RIDER NO. 21

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 1st day of March, 1979, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Senior President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Wm. M. Helander
Notary Public

(Notarial Seal)

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

On this 21st day of March, 1979, before me personally appeared J. R. Scoggin, to me personally known, who, being by me duly sworn, says that he is a Vice President of PEAVEY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elaine Moran
Notary Public
ELDAINE MORAN
Notary Public, Hennepin County, Minn.
My Commission Expires Feb. 18, 1981

(Notarial Seal)